

COMMUNITY DEVELOPMENT COMMISSION

of the County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755 323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina Yvonne Brathwaite Burke Zev Yaroslavsky Don Knabe Michael D. Antonovich Commissioners

Carlos Jackson Executive Director

March 28, 2006

Honorable Board of Commissioners Community Development Commission County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Commissioners:

APPROVAL OF PURCHASE AND SALE AGREEMENT WITH JOSE AND BERTHA PADILLA FOR PROPERTY IN THE MARAVILLA COMMUNITY REDEVELOPMENT PROJECT AREA (1)

(3 Vote)

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION, AFTER THE PUBLIC HEARING:

- 1. Approve and authorize the Executive Director of the Community Development Commission to execute the attached Purchase and Sale Agreement (Agreement), presented in substantially final form, and all related documents, to sell the Commission-owned property located at 611 North McDonnell Avenue (the Property) in the Maravilla Community Redevelopment Project (MCRP) Area to Jose and Bertha Padilla (the Padilla Family), for the purchase price of \$26,000, for residential expansion in the MCRP Area, to be effective following approval as to form by County Counsel and execution by all parties.
- 2. Authorize the Executive Director to incorporate \$26,000 from the sale of the Property into the Commission's approved Fiscal Year 2005-2006 budget to be used for redevelopment projects in the MCRP Area.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve the sale of the Property to the Padilla Family, which will allow for the expansion of the Padilla Family's residential property and assist in the elimination of blight in the MCRP Area.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Commission purchased the Property, as improved, for \$70,296 in 1989 using Community Development Block Grant (CDBG) funding. Under the proposed Agreement, the Padilla Family will purchase the Property, unimproved, from the Commission for a fair market value of \$26,000, as determined by an independent, current appraisal. The proceeds from the sale of the Property will be incorporated into the Commission's approved Fiscal Year 2005-2006 budget for future use in the MCRP Area.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On February 20, 1973, the Board Supervisors, adopted the MCRP Redevelopment Plan, which calls for the removal of incompatible uses and blighting influences from the community, and for the development of compatible commercial uses to increase community access to business and retail services. As part of this effort, in 1989 the Commission acquired the 1,999 square-foot Property, consisting of a single residential structure, for the purpose of removing blighting influences. Once acquired, the structure was demolished and the vacant lot was secured.

The Padilla Family owns a 1,128 square foot single-family structure located on a 2,050 square-foot lot adjacent to the Property. Under the proposed Agreement, the Padilla Family will purchase the Property from the Commission to expand their home.

Section 33431 of the Health and Safety Code of California Community Redevelopment Law requires a public hearing before the Commission may convey property in a redevelopment area without public bidding. In accordance with Section 33431, notice of the public hearing was published once a week for two weeks in a newspaper of general circulation in the County of Los Angeles and the community, prior to the public hearing.

The Agreement will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines 15061(b)(3) because it is covered by the general rule that

Honorable Board of Commissioners March 28, 2006 Page 3

CEQA applies only to projects which have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECT:

Approval of Agreement and conveyance of the Property will eliminate blighted property and provide for residential expansion in the local MCRP Area community.

Respectfully submitted,

CARLOS JACKSON Executive Director

Attachment: 1

PURCHASE AND SALE AGREEMENT

THIS	PURCHASE	AND SALE	AGREEMENT	("Agreem	ent") is	made an	ıd
entered inte	o as of the $_$	day of	·	, 2006, by	y and be	tween th	ıe
COMMUNIT	TY DEVELOPN	TENT COMMIS	SION OF THE	COUNTY	OF LOS	ANGELES	3,
a public bo	dy corporate a	nd politic ("Gr	antor"), and JO	SE AND I	BERTHA	PADILLA	4,
husband ar	nd wife, ("Gran	itee"). Based	upon the muti	ual consid	eration p	rovided for	or
herein, Grai	ntor and Grante	ee agree as foll	ows:		•		

RECITALS

This Agreement is made with respect to the following facts, which each party agrees are true and correct:

- A. Grantor is the owner of a certain parcel of real property consisting of that property described in Exhibit A attached hereto and incorporated into this Agreement as if set forth in full (hereinafter referred to as the "Property").
- B. Grantor desires to convey the Property to the Grantee, and the Grantee desires to acquire the Property and accept it from Grantor, for the consideration and on the terms and conditions hereinafter set forth.
- C. Grantee agrees to pay Grantor the market value of TWENTY-SIX THOUSAND DOLLARS (\$26,000) for the Property.

AGREEMENT

The terms and conditions of this Agreement are as follows:

- 1. <u>Conveyance</u>. Grantor shall convey the Property to Grantee by Quitclaim Deed attached hereto as Exhibit B and incorporated into this Agreement as if set forth in full, upon approval by the Board of Commissioners of the Community Development Commission of the County of Los Angeles, subject to: (a) all taxes, interest, penalties and assessments of record, if any; and (b) covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- 2. Condition of the Property. Grantee acknowledges that Grantee is purchasing the Property in an "as is" condition, solely in reliance on Grantee's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by Grantor, or Grantor's agents. Grantee and its agents, experts or contractors, shall have the right to enter upon the Property to inspect its condition in accordance with the License Agreement attached hereto

as Exhibit C and incorporated into this Agreement as if set forth herein in full. Such inspections may include, but not be limited to, inspections for the presence of contaminated materials, and toxic or hazardous substances. Grantor agrees to cooperate in good faith with Grantee's efforts to conduct its investigation of the Property. Furthermore, Grantee, in its sole discretion, may unilaterally terminate this Agreement during this 30-day inspection period, without incurring any liability to Grantor, if Grantee's inspection of the Property reveals conditions, which may make its acquisition undesirable or economically infeasible to Grantee. Grantee shall assume all cost and expense for the removal of all contaminated materials, and toxic or hazardous substances on the Property, if any.

Grantee also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Grantee agrees to acquire the Property in that condition.

Grantee may unilaterally terminate this Agreement, without incurring any liability to Grantor, if there is any cloud on title to the Property, which prevents Grantor from conveying to Grantee marketable title to the Property, free and clear of any encumbrances, except such encumbrances as enumerated in paragraph 1 herein.

- 3. <u>Conflicts.</u> In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.
- 4. <u>Assignment.</u> Grantee shall not assign or attempt to assign the Agreement, or any rights hereunder to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.
- 5. <u>Notices.</u> All notices, demands, request and notices under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Grantee: Jose and Bertha Padilla

609 N. McDonnell Avenue Los Angeles, California 90022 Grantor: Community Development Commission

County of Los Angeles

2 Coral Circle

Monterey Park, CA 91755

ATTENTION: Corde Carrillo, Director Economic/Redevelopment Division

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or 3 days after postmarked and mailed to the addresses shown above.

- 6. <u>Time is of the Essence.</u> Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
- 7. <u>Severability.</u> In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.
- 8. <u>Binding on Successors.</u> Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
- 9. Required Actions of Grantee and Grantor. Grantee and Grantor agree to execute all instruments and documents and to take all actions as may be required in order to consummate the conveyance and acquisition herein contemplated.
- 10. <u>Escrow.</u> Grantee agrees to deposit funds into an escrow account in accordance with this Agreement at Alliance Title, 199 S. Los Robles Avenue, Suite 810, Pasadena, CA 91101.
- 11. <u>Entire Agreement.</u> This Agreement contains the entire Agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Grantor and Grantee.

IN WITNESS WHEREOF, the Grantee, has caused this Agreement to be executed on the day, month, and year first written above. The Community Development Commission of the County of Los Angeles, by order of its Board of Commissioners, has caused this Agreement to be executed on its behalf by the Executive Director.

By: JOSE PADILLA
By: BERTHA PADILLA
GRANTOR COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES
By: CARLOS JACKSON, Executive Director
APPROVED AS TO FORM: Raymond G. Fortner, Jr. County Counsel
By: Deputy

GRANTEE

EXHIBIT A TO THE PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

THE NORTH 40 FEET OF LOT 17, TRACT NO. 5293, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES UNDERLYING SAID LAND OR THAT MAY BE OBTAINED THEREUNDER AS RESERVED IN THE DEED F.B. KRUG TO SECURITY TRUST AND SAVINGS BANK, RECORDED IN BOOK 1094 PAGE 194, OFFICIALS RECORDS.

EXHIBIT B QUITCLAIM DEED

Recording Requested by:

Community Development Commission County of Los Angeles 2 Coral Circle Monterey Park, CA 91755

After Recordation, Mail to:

Jose and Bertha Padilla 609 N. McDonnell Avenue Los Angeles, California 90022

Assessor Parcel: 5235-001-902

QUITCLAIM DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body, corporate, and politic, of the State of California (herein called "Grantor"), acting to carry out the Redevelopment Plan (herein called "Redevelopment Plan") for the Maravilla Redevelopment Project, which was approved and adopted by the Board of Supervisors of the County of Los Angeles on February 20, 1973, by Ordinance No. 10661, as amended, under the Community Redevelopment Law of the State of California, does hereby surrender, quitclaim, and release to Jose and Bertha Padilla (herein called "Grantee"), all of the Grantor's right, title and interest in and to the property (the "Property") legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference, subject to and Grantee to assume all taxes, interests, penalties and assessments of record, if any, and all covenants, conditions, restrictions, reservations, easements, rights and right-of-way of record, if any.

- 1. The Property is conveyed subject to the Redevelopment Plan and pursuant to a Purchase and Sale Agreement (the "Purchase and Sale Agreement") entered into by and between Grantor and Grantee.
- 2. The Grantee covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that the Grantee, its successors and assigns, shall maintain the Property and any improvements thereon, shall keep the Property free from any accumulation of debris or waste materials and

shall maintain any landscaping in a healthy condition. The foregoing covenant shall run with the land.

- 3. The Grantor shall have the right, at its option, to reenter and take possession of the Property hereby conveyed with all improvements thereon, and revest in the Grantor the estate conveyed to the Grantee, if after conveyance of title the Grantee or any successor in interest shall abandon the Property for a period of six (6) months after written notice of such abandonment from the Grantor; or
- 4. The Grantee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the Property.

All deeds, leases, or contracts made relative to the Property, the improvements thereon or any party thereof, shall contain or be subject to substantially the following nondiscrimination clauses:

- a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the land herein conveyed. The foregoing covenants shall run with the land."
- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the land herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the land."
- 5. The covenants contained in Paragraph 1 and 2 of this Quitclaim Deed shall remain in effect until the termination date of the Redevelopment Plan, as it may be amended from time to time.
- 6. The covenants against discrimination contained in Paragraph 4 of this Quitclaim Deed shall run with the land and remain in perpetuity.
- 7. In the event of any breach of any covenants contained in this Quitclaim Deed the Grantor, its successors and assigns, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Quitclaim Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and assigns.
- 8. In the event of any express conflict between this Quitclaim Deed and the Purchase and Sale Agreement, the provisions of this Quitclaim Deed shall control.

8

IN WITNESS WHEREOF, the Grantee, has caused this Agreement to be executed on the day, month, and year first written above. The Community Development Commission of the County of Los Angeles, by order of its Board of Commissioners, has caused this Agreement to be executed on its behalf by the Executive Director.

GRANTOR COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

Bv:
By: CARLOS JACKSON, Executive Director
APPROVED AS TO FORM: Raymond G. Fortner, Jr. County Counsel
Ву:
Deputy
GRANTEE
By:
By:
By:
BERTHA PADILLA

State of California County of Los Angeles On , before me, personally appeared, CARLOS JACKSON, Executive Director, Community Development Commission of the County of Los Angeles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. (SEAL) Notary Signature State of California State of California County of Los Angeles On ______, before me, ______, personally appeared, ______, (Name & Title) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. (SEAL) Notary Signature

State of California

EXHIBIT A TO QUITCLAIM DEED

LEGAL DESCRIPTION

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EXCEPTING THEREFROM ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES UNDERLYING SAID LAND OR THAT MAY BE OBTAINED THEREUNDER AS RESERVED IN THE DEED F.B. KRUG TO SECURITY TRUST AND SAVINGS BANK, RECORDED IN BOOK 1094 PAGE 194, OFFICIALS RECORDS.

EXHIBIT C

LICENSE AGREEMENT

- Grant of License. The Community Development Commission of the County of Los Angeles ("Licensor") hereby grants to Jose and Bertha Padilla ("Licensee") a temporary license (the "License") for the purpose of conducting Tests (as defined in Paragraph 3 below) on the property described in Exhibit A, Legal Description of the Purchase and Sale Agreement (the "Property"), on the terms and conditions described herein.
- 2. This License shall expire without notice 30 days from the date of execution by all parties. The Licensor may at it sole discretion terminate this License at any time upon giving written notice to Licensee.
- 3. Purpose. Licensee, and its employees, agents and contractors, may make such tests, inspections, investigations, examinations, valuations, surveys and studies (collectively, the "Tests") necessary to determine the suitability of the Property for the purposes intended by Licensee.

4. Conditions of License.

- a. All Tests shall be done at Licensee's sole cost and expense and in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Licensee shall obtain, at its sole cost and expense, any necessary governmental permits prior to conducting any Tests.
- b. Promptly after conducting any Tests, Licensee, at its sole cost and expense, shall restore the Property to the condition, which existed prior to making such Tests.
- c. Except as may be required by law, Licensee (for itself and its employees, agents, consultants and subconsultants) covenants and agrees to keep the results of any Tests confidential, and shall not disclose the results of any Tests to any third party without the prior written consent of the Licensor.
- d. The Licensee shall schedule Tests with the Economic/Redevelopment Division of the Community Development Commission of the County of Los Angeles (Licensor) and receive consent of the schedule from the Licensor prior to commencement of any and all Tests at the Property.
- e. The Licensee shall conduct any Tests at the Property in a manner, which will minimize any adverse impact to the building occupant operations, if any, adjoining properties, and public right-of-way, and shall immediately cease any Tests at the direction of the Licensor representative.

- 5. Indemnity. Licensee hereby agrees to indemnify, defend and hold harmless the Licensor, and the County of Los Angeles, their elected and appointed officers, employees, and agents from and against any and all loss, claims, damage, liability and expenses of any kind or nature whatsoever arising out of any activity of Licensee and/or its employees, agents or contractors relating to any Tests (including, without limitation, any damage to the Property or the property of any other tenants or persons at the Property, or injury to persons, caused by Licensee and/or its employees, agents, consultants, or subconsultants).
- 6. Licensee Consultants/Subconsultants Insurance. Licensee shall insure that each of its contractors, subcontractors, consultants and subconsultants (collectively "Consultant") shall procure and maintain at Consultant's expense for the duration of this License the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or subconsultants:
- a. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Licensor, the County of Los Angeles, and their officials and employees, shall be covered as insureds with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant.

Consultant shall procure and maintain at Consultant's expense for the duration of this License the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Tests by the Consultant, its agents, representatives, employees or subconsultants:

- b. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars [\$1,000,000] for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- c. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident \$1,000,000
Disease-policy limit \$1,000,000
Disease-each employee \$1,000,000

d. Professional liability insurance in an amount not less than One Million Dollars [\$1,000,000] aggregate combined single limit covering each individual providing professional services under this License.

Licensee shall insure that any self-insurance program and self-insured retention of Consultant shall first be approved by the Licensor before Licensee employs or retains such Consultant.

Licensee shall insure that each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Licensor.

Licensee shall insure that acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A:VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Licensor.

Licensee shall insure that all insurance coverage for subconsultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Licensor.

Licensee shall insure that Consultant shall furnish the Licensor with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Consultant to procure or maintain insurance required by this License shall constitute a material breach of License by Licensee upon which the Licensor may immediately terminate this License.

7. Indemnification by Licensee Consultant. Licensee shall insure that Consultant shall indemnify, defend and hold harmless the Licensor, and the County, their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this License.

8. Miscellaneous.

- a) This License shall be governed by and construed in accordance with the laws of the State of California.
- b) This License is the entire License between the Licensor and Licensee with respect to the License granted herein and supersedes all prior agreements between the parties with respect to the License. Any waiver or modification with respect to any provision of this License shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

9. Description of Property: 611 N. McDonnell Avenue

Los Angeles, California 90022

Assessor Parcel Number: 5235-001-902

IN WITNESS WHEREOF, the Licensor has caused this instrument to be executed by its duly authorized officer and Licensee has caused this instrument to be executed this day of 2006.
LICENSEE
By JOSE PADILLA
By BERTHA PADILLA
LICENSOR COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES
ByCARLOS JACKSON, Executive Director
APPROVED AS TO FORM: Raymond G. Fortner, Jr. County Counsel
By Deputy